



County of San Bernardino

F A S

## STANDARD CONTRACT

### FOR COUNTY USE ONLY

### REVENUE

E	<input checked="" type="checkbox"/>	New	Vendor Code		SC	Dept.	A	Contract Number	
M	<input type="checkbox"/>	Change				DPA			
X	<input type="checkbox"/>	Cancel							
County Department					Dept.		County.		Contractor's License No.
HSS Administration									
County Department Contract Representative					PH. Ext.		Amount of Contract		
Panda Harris					388-0320		Contingency Contract		
Fund	Dept.	Organization	APR.	Obi/Rev Source	Activity	GRC/PRO/JOB Number			
AAA	DPA	DPA	200	2445		*MAX07000			
Commodity Code				Estimated Payment Total by Fiscal Year					
*				FY	Amount	I/D	FY	Amount	I/D
Project Name									
Revenue Maximization									

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Human Services System Administration, hereinafter called the County, and

Name

MAXIMUS, INC.

hereinafter called

Contractor

Address

800 South Street, Suite 400

Waltham, Massachusetts 02453

Phone

Birth Date

(781) 392-1000

Federal ID No. or Social Security No.

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS,** The County desires to obtain new sources of available revenue;

**WHEREAS,** Contractor has a Master Services Agreement for Revenue Maximization Services with the State of California awarded May 18, 1998;

**WHEREAS,** Public Contract Code 10298 allows local agencies to participate in State procurement contracts for various services, materials, and equipment;

**WHEREAS,** The County finds MAXIMUS, Inc. qualified to provide revenue maximization services;

**WHEREAS,** County desires that Contractor provides such services and Contractor agrees to perform these services as set forth below;

**NOW THEREFORE,** County and Contractor mutually agree to the following terms and conditions:

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ATTACHMENT III - SAMPLE BASELINE LETTER

## **I. DEFINITIONS**

- A. Baseline Letter - A letter prepared by Contractor in coordination with County staff as an accompaniment to each Management Letter finalizing the projections of revenue to be obtained through a given initiative and to determine the process for reimbursing Contractor for its services with regard to each initiative.
- B. Initiative - An opportunity identified by the Contractor for revenue maximization or recovery.
- C. Management Letter - A letter prepared by Contractor for each initiative that Contractor proposes to implement based on the result of review activities.

## **II. CONTRACTOR REVENUE MAXIMIZATION RESPONSIBILITIES**

- A. The Contractor shall assess all County of San Bernardino Human Services System programs for opportunities to increase net revenue available to the County and to reduce net costs. Within two weeks of the execution of this Agreement the Contractor shall provide this assessment to the County and a listing of revenue opportunities.
- B. Within one month of the execution of this Agreement the Contractor shall develop a series of proposed revenue initiatives to increase the revenue received by the County or reduce costs.
- C. The Contractor shall develop a separate Management Letter and a separate Baseline Letter for each revenue initiative identified as a priority by the County (Attachments II and III).
- D. The Management Letter and Baseline Letter for each initiative shall be presented to the County for its concurrence and approval before any work is commenced.
- E. The Management Letter shall include a narrative description of the work associated with the proposed initiative to generate additional revenue or to generate cost avoidance by substituting federally funded services for County funded services. Each Management Letter shall provide the following information:
  - Identification of the proposed Initiative;
  - A scope of work identifying Contractor's responsibilities and key issues to be addressed;
  - A description of the County's responsibilities including staff assistance;
  - Implementation Schedule
  - Estimate of the additional revenue or cost savings to be realized
  - Agreement between the Contractor and the County on the terms and timing of payment to Contractor under the agreed-upon contingency fee arrangement.

Each letter shall be presented to the County for formal approval and shall be the document by which Contractor is authorized to develop a corresponding Baseline Letter. The County shall approve the Management Letter before work is begun on any initiative.

- E. Each Baseline Letter shall detail the revenue projections per the approved Management Letter and shall include:
  - 1. Identification of the revenue recovery opportunity;
  - 2. An executive summary of the program areas within which work is to be performed

3. A cost benefit analysis that will analyze the projected revenue increase in the context of any additional costs that may be incurred by the County and to include:
  - Quantification of the current funding and expenditures of the program area by fund source;
  - Identification of level of federal funding the County already receives or is likely to receive as a result of revenue maximization initiatives or program changes already underway or planned for implementation by County without Contractor assistance;
  - A description of the method used to determine the amount of new State and Federal revenues that would have been received by the County without the Contractor's involvement;
  - A clear and precise description of the financial impact to the County;
4. The implementation approach the Contractor will undertake for the proposed initiative;
5. The implementation schedule the Contractor projects for the initiative;
6. Net revenue projected to be obtained as a result of Contractor efforts under the particular initiative;
7. The basis upon which the Contractor's fee will be established.

Both the Contractor representative and the County shall sign the Baseline Letter indicating approval and authorization to proceed with implementation of the initiative.

- F. Additional Management Letters and Baseline Letters may be developed for any revenue or cost reduction issue that the County has an interest in pursuing.
- G. The Contractor shall present a Monthly Status Report to the County that specifies the progress in completing the work plan and the revenue generated above the Baseline for each initiative in which there is an approved Baseline Letter.
- H. The Contractor shall, at its own expense, furnish all labor including technical, administrative, professional and other personnel, and all supplies, equipment, analysis and calculations, except for verification of invoices and except for those specified in this Agreement, the Management Letter or the Baseline Letter to be furnished by the County.
- I. The Contractor shall carry out all work necessary to achieve the retroactive and ongoing recoveries as identified including all analysis and calculations except for those specified in and approved per Management Letter.
- J. The Contractor shall, at its own expense, furnish all supplies and equipment necessary to carry out an approved initiative except for those specified in and approved per Management Letter.
- K. Contractor services are to be performed at locations designated by the County.

### **III. CONTRACTOR GENERAL RESPONSIBILITIES**

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

- B. Without the prior written consent of County, this Contract is not assignable by Contractor either in whole or in part.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

### **Inaccuracies or Misrepresentations**

If during the course of the administration of this agreement, the county determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

- D. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the Assistant County Administrator – Human Services System. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- E. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- F. Contractor shall notify County in writing of any change in mailing address within ten (10) days of the address change.
- G. Contractor shall notify County of any continuing vacancies and any positions which become vacant during the term of this Contract which will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- H. Contractor shall provide a system, approved by the County, through which recipients of service will have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- I. Contractor shall require all persons, including but not limited to its officers, agents, employees, volunteers and any subcontractor directly or indirectly involved in administration of services provided under this Contract to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:
  - 1. All applications and records concerning any individual made or kept by any public officer, public agency, or Contractor with the administration of any provision of the W & I Code relating to any forms of public social services provided under this Contract will be confidential

and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.

2. No person will publish, disclose, use, permit or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Contract. Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Contract of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.
- J. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- K. Contractor shall maintain in accordance with County Risk Manager requirements such insurance as will fully protect Contractor and County from any and all claims under any worker's compensation act or employer's liability laws, and from any and all claims of whatsoever kind or nature for the damage to property or for personal injury, including death, or violation of civil rights claim made by anyone whomsoever which may arise from any negligent act carried on under this Agreement, either by Contractor, any subcontractor or by anyone directly or indirectly engaged or employed by either of them. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
1. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and /or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
  2. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:
    - a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.
    - b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
    - c. Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
5. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
7. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insure coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
8. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

J. Contractor agrees to and shall comply with the County's Child Support Compliance Program requirements:

1. Contractor's Warranty of Adherence to County's Child Support Compliance Program.

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Section 110.0101 et seq.) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the

Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Contractor hereby acknowledges the County may require the Contractor to submit a completed Principal Owner Information (POI) Form upon the request of the District Attorney.

2. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.

Failure of Contractor to maintain compliance with the requirements set forth in the preceding paragraph shall constitute a default by Contractor under this contract. Without limiting the rights and remedies available to County under law or under any other provision of this contract, failure to cure such default within 90 days of notice by the San Bernardino County Department of Child Support shall be grounds upon which the County Board of Supervisors may terminate this contract.

- K. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- L. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- M. Contractor agrees to comply with the provisions of the Equal Opportunity Program of the County of San Bernardino as well as Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 1000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service applicant or recipient on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the Human Services System (HSS) Contract Compliance Designee at (909) 388-0255.
- N. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- O. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Chapter 4, California Code of Regulations).
- P. If the amount available to Contractor under this Contract, as specified in *\*Article V, Paragraph A*, exceeds \$100,000, Contractor agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
- Q. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- R. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County, shall be the Contractor's sole expense and shall not be



charged as a cost under this Contract. In the event of any contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

#### **IV. COUNTY RESPONSIBILITIES**

- A. The County shall provide workspace in a Department location that is close to County program personnel. The space will have access to a phone, fax and copier. The phone, fax and copier may be used only for the purposes of this Agreement.
- B. The County shall assign staff to receive, review and approve invoices, inspect work products and monitor service performance, review and approve Management Letters and Baseline Letters, advise Contractor of County decisions, and provide technical guidance as required
- C. Based on the assessment and the proposed initiatives the County shall decide which revenue initiatives it wants the Contractor to develop Management Letters and Baseline Letters for first.

#### **V. FISCAL PROVISIONS**

- A. The consideration to be paid to Contractor will be on a contingency basis as provided herein, and shall be in full payment for all Contractor's services in the performance of this contract.
- B. County will pay the Contractor a percentage of the net increase of the revenues or net cost reduction received by the County in excess of the approved baseline as defined in the approved Baseline and Management Letters for each initiative. The net increase in revenue will be exclusive of any State retained revenue gain that is not retained by the County. The time period for the percentage fee will begin with the filing of the initial claim for additional revenue as defined in each Management and Baseline Letter for each initiative. The period for payment of the fee will continue for 48 months from the date of filing of the initial claim for each initiative in accordance with the following schedule:
  - Retroactive Payments: 9%
  - Year One: 9%
  - Year Two: 9%
  - Year Three: 6%
  - Year Four: 6%
- C. Payment will be computed separately and will be based on the net revenues realized by the County or net cost reduced as a result of the Management Letters developed and implemented under the terms of each Management Letter. Contractor is authorized to submit invoices during the term of this Agreement and for up to forty-eight months after this agreement for projects undertaken pursuant to an approved Management Letter
- D. County shall pay Contractor only for initiatives in Management Letters and Baseline Letters approved during the term of this contract per the dates and agreed upon compensation set forth in each approved Baseline Letter and Management Letter.
- E. Contractor shall submit invoices by the 10th of each month. Invoices and monthly progress billing to be approved by the County Project Director.
- F. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.



- G. The agreed upon compensation to Contractor will be equivalently and proportionately offset in the event any audit finding reduces or disallows net increase of revenues or net cost reduction received by the County as a result of work performed by the Contractor for items agreed upon in Management and Baseline Letters.

## **VI. RIGHT TO MONITOR AND AUDIT**

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.
- E. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- F. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

## **VII. TERM**

This Contract is effective April 11, 2001 through April 10, 2004 but may be terminated earlier in accordance with provisions of Article IX of the Contract. The County may elect to extend the contract upon expiration for a period not to exceed five years.

## **VIII. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under the provisions of Article VII of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant County Administrator – Human Services System is authorized to exercise the County's rights with respect to any termination of this Contract.

- B. Contractor will only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination, including payment, in accord with the contingency fee schedule, for signed Management Letters and Baseline Letters that have been fully or partially implemented prior to the date of termination. Contractor will not be reimbursed for costs incurred after the date of termination, except as stated above.

## **IX. GENERAL PROVISIONS**

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Lynn P. Davenport  
President, Consulting Group  
MAXIMUS, INC.  
800 South Street, Suite 400  
Waltham, MA 02453

County: County of San Bernardino  
Human Services System  
Attn: Contract Administration  
150 S. Lena Road  
San Bernardino, CA 92415-0515

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the Party hereto.
- C. No waiver of any of the provisions of the Contract Documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any Contract Document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- D. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- E. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- F. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal and state courts located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

**X. CONCLUSION**

- A. This Contract, consisting of 12 pages and Attachments I through III is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed to by the Clerk thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

►  
Fred Aguiar, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

MAXIMUS, INC.

(Print or type name of corporation, company, contractor, etc.)

By ►  
(Authorized signature - sign in blue ink)

Name Lynn P. Davenport  
(Print or type name of person signing contract)

Title President, Consulting Group  
(Print or Type)

Dated: \_\_\_\_\_

Address 800 South Street, Suite 400  
Waltham, MA 02453

Approved as to Legal Form

►  
Ruth Stringer, County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►  
Tanya Bratton, Contract Compliance

Date \_\_\_\_\_

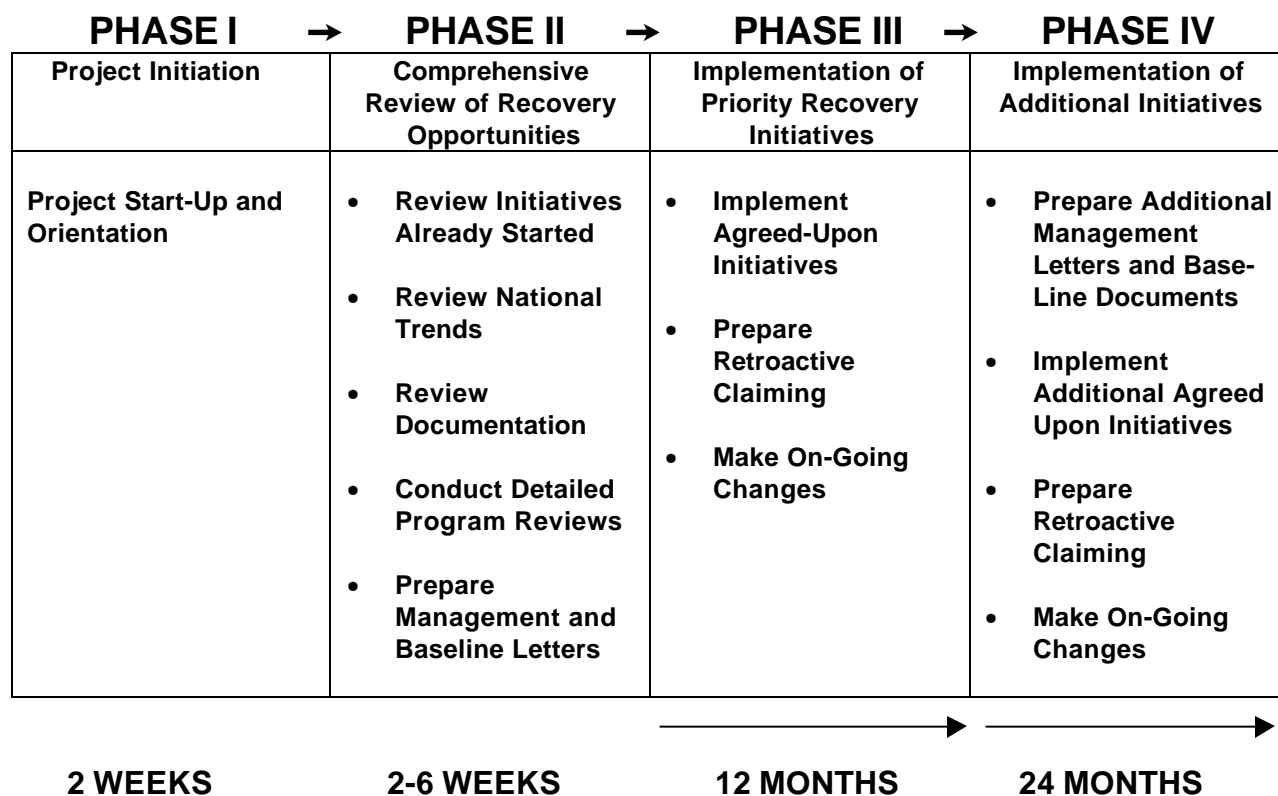
Reviewed for Processing

►  
Agency Administrator/CAO

Date \_\_\_\_\_

# Attachment I

## OVERVIEW OF PROJECT METHODOLOGY



**Attachment II**  
**SAMPLE**  
**MANAGEMENT LETTER**

Initiative # \_\_\_\_\_

Title of Initiative:

Department(s) Affected:

Departmental Contact(s):

SCOPE OF WORK:

County Assistance Required (include staff time requirements):

Work to Start:

Projected End Date:

Initiative # _____	Retroactive Period	Ongoing Year 1	Ongoing Year 2	Ongoing Year 3	Ongoing Year 4	Total
Projected Net Revenue to County						
Projected Net Cost Reduction to County						
Estimated Contingency Fee						
Estimated State Fee (1.21%)						
Total						

Payment Start Date:

Payment End Date (48 months):

Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Departmental Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY APPROVAL TO DEVELOP CORRESPONDING BASELINE LETTER:**

\_\_\_\_\_

Date: \_\_\_\_\_

*Note: The agreed upon compensation to Contractor will be equivalently and proportionately offset in the event any audit finding reduces or disallows net increase of revenues or net cost reduction received by the County as a result of work performed by the Contractor for items agreed upon in Management Letters and Baseline Letters.*

## **Attachment III Sample BASELINE LETTER**

**Initiative #** \_\_\_\_\_

**REVENUE RECOVERY OPPORTUNITY:**

**EXECUTIVE SUMMARY OF PROGRAM AREAS IN WHICH WORK IS TO BE PERFORMED:**

**COST BENEFIT ANALYSIS:**

**IMPLEMENTATION APPROACH:**

**IMPLEMENTATION SCHEDULE:**

**RECOVERY ESTIMATES:**

**CONTRACTOR REPRESENTATIVE:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**COUNTY REPRESENTATIVE APPROVAL FOR IMPLEMENTATION:**



---

**Date:** \_\_\_\_\_